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UNITED STATES DISTRICT COURT	
SOUTHERN DISTRICT OF NEW YORK	
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	: ECF CASE
FEDERAL INSURANCE COMPANY;	:
VIGILANT INSURANCE COMPANY;	:
	: 08 Civ. 7054 (LAK)
Plaintiffs,	:
	: <b>AMENDED COMPLAINT</b>
- against -	:
MEDITERRANEAN SHIPPING COMPANY	:
S.A. GENEVA; SHIPCO TRANSPORT, INC.;	:
LYNDEN INTERNATIONAL; LYNDEN AIR	:
FREIGHT, INC.; M/V “MSC SICILY; M/V	:
“MSC DONATA”; M/V “MSC MARAGUA”;	:
M/V “MSC SARDINIA”; M/V “MSC	:
CARACAS”; M/V “MSC CRISTOBAL”; M/V	:
MSC “BELIZE”, M/V “MSC LISA”, their	:
engines, tackles, boilers, etc.;	:
Defendants.	:
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Plaintiffs, through their undersigned attorney, allege as follows for their amended complaint against defendants upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure with respect to the carriage of the subject cargo by sea and also falls within the Court’s federal question, pendent, ancillary, and supplemental jurisdiction as to the remaining aspects of the claims in suit. Plaintiffs seek recovery for cargo damage and loss caused by defendants’ breaches of contract and torts.

2. Plaintiff Federal Insurance Company is a corporation organized under the laws of one of the fifty states with an office at 55 Water Street, New York, New York,

and sues herein as subrogated insurer of the cargo referred to in the annexed Schedules A and C, having paid the insurance claims of Quaker City Hide Company and Radiator Specialty Co. Inc., and for and on behalf of the shippers, consignees and owners of the cargo, as their interests may appear.

3. Plaintiff Vigilant Insurance Company (“Vigilant”) is a New York corporation with its principal place of business in New Jersey and a place of business at 55 Water Street, New York, New York. Vigilant sues herein as subrogated insurer of the cargo referred to in the annexed Schedule B and D, having paid the insurance claim of The Charmer Sunbelt Group and Royal Coffee New York, Inc., and for and on behalf of the shipper, consignee and owner of that cargo as their interests may appear.

4. The captioned defendants are believed to be corporations organized under the laws of certain of the fifty states or foreign sovereigns.

5. This Court has jurisdiction over the *in personam* defendants, who conduct business in the State of New York as common carriers of cargo for hire, and the provision of services related thereto.

6. Upon information and belief the captioned vessels are now, or will be during the pendency of this action, within the admiralty and maritime jurisdiction of this Honorable Court or otherwise subject to jurisdiction pursuant to Rule 4(k) (2) Federal Rules of Civil Procedure.

7. This action involves damage and loss to the shipments of cargo carried aboard the above-mentioned vessels which are described more fully in bills of lading listed in the annexed Schedules A, B, C, and D, which are incorporated herein by reference.

8. As confirmed by the aforementioned bills of lading, the cargo was delivered into the care, custody and control of the respective defendants who contracted to carry the cargo from the specified places of receipt to the places of delivery. Although the shipments were in good order and condition at the places of receipt, at the time of

delivery by defendants the shipments were in damaged and depreciated condition and could not be used for intended purposes.

9. The aforementioned damage was caused by the unseaworthiness of the carrying vessels and containers as well as defendants' reckless failure to properly and safely load, stow, lash, stack, carry, discharge, deliver and care for the subject cargo.

10. As a result of the foregoing, plaintiff Federal Insurance Co. has sustained damages in the amount of \$30,034.19 and plaintiff Vigilant Insurance Co. has sustained damages in the amount of \$29,274.54 for which defendants are liable as common carriers, bailees and/or warehousemen for hire.

11. Plaintiffs sue on their own behalf and as agents and trustees for and on behalf of anyone else who may now have or hereafter acquire an interest in this action.

WHEREFORE, with respect to the shipment described in Schedule A judgment should be entered against defendant Mediterranean Shipping Co. S.A. ("MSC") in the amount of \$11,088.00; with respect to the shipment described in Schedule B judgment should be entered against MSC in the amount of \$23,092.65; and with respect to the shipment described in Schedule C judgment should be entered against defendants MSC, Lynden Air Freight, Inc., Lynden International, and Shipco Transport, Inc., jointly and severally, in the amount of \$18,946.19 and with respect to the shipment described in Schedule D judgment should be entered against defendant Mediterranean Shipping Co. S.A. ("MSC") in the amount of \$6,181.89. Plaintiffs also respectfully request an award of prejudgment interest at the rate of 9% per annum and the costs of this action and pray that this Honorable Court issue its process against the aforesaid vessels in rem.

Dated: New York, New York  
August 20, 2008

LAW OFFICES,  
DAVID L. MAZAROLI

*s/David L. Mazaroli*

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File No.: 7C-1611, 8C-1632  
8C-1684 and 8C-1764

**SCHEDULE A**

Subrogated Insurer:	Federal Insurance Company
Subrogor:	Quaker City Hide Company
Vessel:	M/V "MSC SICILY"
Voyage:	105A
Vessel:	M/V "MSC DONATA"
Voyage:	27R
B/L No:	MSCUMT636927
Dated:	June 18, 2007
Port of Loading:	Montreal, Canada
Port of Discharge:	La Spezia, Italy
Place of Delivery:	Santa Croce Sull' Arno, Italy
Container Nos.:	MSCU2635692 and MEDU2051340
Commodity:	Calfskins hides
Claim Amount:	\$11,088.00
Mediterranean File:	6237
Chubb File:	254900/03
DLM File:	7C-1611

**SCHEDULE B**

Subrogated Insurer:	Vigilant Insurance Company
Subrogor:	The Charmer Sunbelt Group
Vessel:	M/V "MSC MARAGUA"
Voyage:	741R
Vessel:	M/V "MSC SARDINIA"
Voyage:	44R
B/L No:	MSCULI380001
Dated:	August 16, 2007
Port of Loading:	Valparaiso, Chile
Port of Discharge:	Norfolk, Virginia
Container No.:	CRXU4767679
Commodity:	Wines
Claim Amount:	\$23,092.65
Chubb File:	46919/16
DLM File:	8C-1632

**SCHEDULE C**

Subrogated Insurer:	Federal Insurance Company
Subrogor:	Radiator Specialty Co. Inc./Qingdao Zhonglianxin Motor Auto Management Co. Ltd.
Vessel:	M/V "MSC CRISTOBAL"
Voyage:	735A
Vessel:	M/V "MSC CARACAS"
Voyage:	734A
MSC B/L No.:	MSCUTD381301 dated June 12, 2007
Lynden B/L No.:	40318562 (booking MSCUCHS098045) dated June 12, 2007
Shipco B/L No.:	QIN1577528 dated o/a June 12, 2007
Port of Loading:	Charleston, South Carolina
Port of Discharge:	Qingdao, China
Container No.:	MSCU2755050
Cargo:	automotive car care products
Claim Amount:	\$18,946.19
MSC File:	2007-5637-7351-2
Lynden File:	40318562
Shipco File:	CBCLON-9989
Chubb File:	68678.01
DLM File:	8C-1684

**SCHEDULE D**

Subrogated Insurer:	Vigilant Insurance Company
Subrogor:	Royal Coffee New York, Inc.
Vessel:	M/V "MSC BELIZE"
Voyage:	749R
Vessel:	M/V "MSC LISA"
Voyage:	G808A
B/L No:	MSCUCG007846
Dated:	March 8, 2008
Port of Loading:	Puerto Limon
Port of Discharge:	New York
Container No.:	MSCU3841260
Commodity:	Coffee
Claim Amount:	\$6,181.89
MSC Ref.:	2008-5796-7492-2
Chubb File:	7876307-01
DLM File:	8C-1764